



Board Members

Joe Neves, District 1, Chairman
Doug Verboon, District 3, Vice Chairman
Richard Valle, District 2
Craig Pedersen, District 4
Richard Fagundes, District 5

Staff

Rebecca Campbell, County Administrative Officer
Juliana Gmur, Assistant County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, October 15, 2019
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.

As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – TBA
PLEDGE OF ALLEGIANCE
- II. 9:00 AM **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III. 9:05 AM **SERVICE AWARDS- HUMAN RESOURCES – LESLIE McCORMICK WILSON**
Presentation of 2019 Service Awards employees from the Ag Commissioner/Sealer, Assessor/Clerk Recorder, Administration-Minors' Advocate, Behavioral Health, Board of Supervisors, Child Support Services and Probation Departments.
- IV. 9:15 AM **APPROVAL OF MINUTES**
Approval of the minutes from the October 8, 2019 regular meeting.
- V. 9:15 AM **CONSENT CALENDAR**
 - A. **Fire Department:**
Consider authorizing the Chairman to retroactively sign the Tulare –Kings Regional Hazardous Materials Team Memorandum of Understanding to provide technical services at the scene of a hazardous materials incident within the operational areas of the participating agencies in Tulare and Kings Counties.
 - B. **Library/Public Works Department:**
Consider authorizing the Purchasing Manager to sign a purchase order from Kings County Air, Inc. for the purchase of a heating, ventilation and air conditioning unit to replace the existing unit at the Lemoore Branch Library and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**



- VI. REGULAR AGENDA ITEMS**
- 9:20 AM A. Administration – Rebecca Campbell**
Waste Management – Bob Henry
Quarterly report of the Kettleman Hills Hazardous Waste Facility activities.
- 9:25 AM B. Community Development Agency - Greg Gatzka**
1. Monthly report of the Planning Commission’s actions.
2. Consider adopting a Resolution authorizing the Community Development Agency Director to apply and to execute all required documents for the Senate Bill 2 Planning Grant to update housing related permit processes, regulations, and plans.
- 9:30 AM C. Behavioral Health – Lisa Lewis/Unchong Parry**
Consider authorizing the Chairman to sign an Agreement with Evalcorp to provide an independent evaluation of the Multiple Organization Shared Telepsychiatry project.
- 9:35 AM D. County Counsel – Lee Burdick/Juliana Gmur/Carrie Woolley**
1. Consider authorizing the Chairman to sign Amendment No. 8 to Joint Powers Agreement No. 79-31.1 to allow the Kings County Area Public Transit Agency to acquire real property for the purpose of developing a new transit center.
2. Consider directing County Counsel to send written notice to the Groundwater Sustainability Agencies regarding failure to provide sufficient notice of the December 2, 2019 public hearing.
- 9:40 AM E. Department of Finance – James Erb**
Consider authorizing the Chairman to sign the second amendment to Agreement No. 13-057 with Hudson, Henderson & Company, LLP for additional audit services which include drafting and compiling the Comprehensive Annual Financial Report for Fiscal Year 2018-2019.
- 9:45 AM F. Department of Public Health – Edward Hill/Nancy Gerking**
Consider introducing and waiving the first reading of an Ordinance amending Section 2-42 of the Kings County Code of Ordinances relating to updating the Kings County Children and Families First Commission Ordinance to allow for an adjustment in the membership of the Commission.
- 9:50 AM G. Human Resources Department – Leslie McCormick Wilson/Henie Ring**
Consider approving a new job specification for Elections Supervisor and set the salary at Range 189.0 (\$3,942-\$4808).
- 9:55 AM H. Administration – Rebecca Campbell**
Consider appointing Henie Ring to the position of Human Resources Director effective January 1, 2020, and set the compensation.
- VII. 10:00 AM I. Board Member Announcements or Reports**
On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).
- ◆ Board Correspondence
 - ◆ Upcoming Events
 - ◆ Information on Future Agenda Items



VIII. 10:10 AM J. CLOSED SESSION

- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Director of Child Support Services
- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**
 Property: 501 E. Kings St., Avenal, CA (APNs 040-165-007, 040-165-011, 040-165-012)
 Negotiating Parties: Rebecca Campbell for County
 Under Negotiation: Terms and conditions of potential purchase.

IX. J. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, October 22, 2019, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

October 22	9:00 AM	Regular Meeting
October 22	11:00 AM	California Public Finance Authority Regular Meeting
October 22	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
October 22	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
October 29	9:00 AM	Regular Meeting
October 29	T.B.D.	Judging for County Office Halloween Decoration Contest (After Meeting)
October 31	3:00 PM	County Employee Halloween Costume judging contest

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson

SUBJECT: COUNTY SERVICE AWARDS PRESENTATION

SUMMARY:

Overview:

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

Recommendation:

Acknowledge employees that have completed various milestones of County Service.

Fiscal Impact:

The Adopted Fiscal Year 2019-2020 Budget includes \$24,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established in order to recognize publicly the length of quality service that employees have provided to the citizens of Kings County. At the beginning of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each eligible recipient receives a certificate indicating the number of years of service that have been completed. Each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash or a memento based on the years of qualifying service. At this meeting, employees from the following departments will be recognized:

Ag. Commissioner/Sealer	Assessor/Clerk Recorder	Administration-Minors' Advocate	
Behavioral Health	Board of Supervisors	Child Support Services	Probation

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



Board Members

Joe Neves, District 1, Chairman
Doug Verboon, District 3, Vice Chairman
Richard Valle, District 2
Craig Pedersen, District 4
Richard Fagundes, District 5

Staff

Rebecca Campbell, County Administrative Officer
Juliana Gmur, Assistant County Counsel
Melanie Curtis, Deputy Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, October 8, 2019
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

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- I. B1 **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – JoAnn Hawkins
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT
- II. B2 **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
Bobbie Wartson, Executive Director of the Kings County Commission on Aging reported that the Commission's Johnny Cash Tribute Concert went well and there is a profit of approximately \$2500. She stated that the Annual Seniors in the Park event also went very well and served more than 450 people. She stated that the Kings County Commission on Aging is collecting funds and candy for Trick or Treaters in Armona and has Thanksgiving meals available for those in need.
- B3 **APPROVAL OF MINUTES**
Approval of the minutes from the October 1, 2019 regular meeting.
ACTION: APPROVED AS PRESENTED (RF/DV/RV/CP/JN - Aye)
- IV. B4 **CONSENT CALENDAR**
A. County Counsel:
1. Consider adopting a Resolution to appoint Trustees to the Corcoran Cemetery District Board of Trustees.
2. Consider appointing Mark Grewal, Craig Andrew, and Jim Wilson to four-year terms ending in 2023, as Trustees of the Tulare Lake Reclamation District No. 761.
ITEM PULLED AND WILL BE BROUGHT BACK AT A LATER DATE
3. Consider appointing Carlo Wilcox to a four-year term ending in 2023, as a Trustee of the Wilbur Reclamation District No. 825.
ITEM PULLED AND WILL BE BROUGHT BACK AT A LATER DATE



B. Public Works Department:

1. Consider awarding the purchase of a road broom, Superior Broom, to Pape Machinery; and Authorizing the Purchasing Manager to sign the purchase order.
2. Consider awarding the purchase of a Freightliner Dump Truck to Fresno Truck Center; and Authorizing the Purchasing Manager to sign the purchase order.
3. Consider awarding the purchase of a self propelled chip spreader to Herrmann Equipment, Inc.; and Authorizing the Purchasing Manager to sign the purchase order.

C. Sheriff's Office:

Consider authorizing the out of state travel for Commander David Dodd and Sergeant Robert Balderama to travel to Burlington, Wisconsin retroactively from September 24-26, 2019 to inspect the new Mobile Command Post Vehicle before shipment.

ACTION: APPROVED CONSENT CALENDAR AS AMENDED (DV/RF/RV/CP/JN - Aye)

V.

REGULAR AGENDA ITEMS

B5

A. Information Technology Department – John Devlin/Evan Jones

1. Consider authorizing the purchase of a ViewScan 4 System; and Authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

ACTION: APPROVED AS PRESENTED (RF/DV/RV/CP/JN - Aye)

2. Consider authorizing the purchase of additional MicroFocus licenses, maintenance, and fees; and

Authorizing the Purchasing Manager to sign the quote; and

Authorizing the Clerk of the Board to sign the budget appropriation and transfer form.

(4/5 vote required)

ACTION: APPROVED AS PRESENTED (RF/DV/RV/CP/JN - Aye)

B6

B. Administration – Rebecca Campbell/Domingo Cruz

Consider waiving the second reading and adopting Ordinance No. 520.21, the Master Fee Ordinance, including the Master Fee Schedule effective November 7, 2019.

ACTION: APPROVED AS PRESENTED (CP/RF/RV/DV/JN - Aye)

VI. B7

C. Board Member Announcements or Reports

On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

Supervisor Pedersen stated that he attended the California State Association of Counties Executive Board Meetings on October 2-4, 2019.

Supervisor Verboon stated he met with the DMI Agency on October 1, 2019 to discuss a proposal for the County's shadowbox display at the State Capitol Building and on October 2, 2019, he met with Brian Kelly from the High Speed Rail Authority and attended a High Speed Rail event at Smittcamp House at Fresno State.

Supervisor Valle stated that he attended a meeting at Santa Rosa Rancheria on October 2, 2019 to discuss the new Memorandum of Understanding and attended a meeting with Assemblyman Salas and Avenal Mayor Alvaro Preciado on October 3, 2019 to plan a meeting for WELL, Water Education for Latino Leaders. He stated that on October 3, 2019 that he attended the Kings County Public Safety Event in Kettleman City and thanked Joe and Kathy Neves, Richard Fagundes and John Devlin for barbecuing at the event.



Supervisor Fagundes stated that he attended the Kettleman City Public Safety Event on October 3, 2019 and thanked Rhonda Mann for all of her work to put the event together and to solicit donations to make it successful.

Supervisor Neves stated that he attended the Kettleman City Public Safety Event on October 3, 2019 and thanked Rhonda Mann and the departments that helped with the event. He stated that he attended the meeting at Santa Rosa Rancheria on October 2, 2019 to discuss the new Memorandum of Understanding. He stated that he attended the "Battle of the Birds" volleyball game at West Hills Lemoore. He stated that he attended the Holiday Boutique at the Hanford Fraternal Hall on October 5, 2019. He stated that he attended the Hanford Renaissance Faire on October 6, 2019, assisted with Mary Immaculate Queen Fall Festival Fundraiser and attended the Whiskey Tango Foxtrot Whiskey Tasting Festival sponsored by the Kings Lions Club on October 6, 2019.

- ◆ **Board Correspondence: Rebecca Campbell stated the Board received a Worker Adjustment and Retraining Notification Act Notice from Cerner Industries that its business partnership with Adventist Health will be ending November 2019. She stated that the Board also received letters from various Reclamation Districts that include declarations of candidacy.**
- ◆ **Upcoming Events: Rebecca Campbell stated that there will be Groundwater Sustainability Plan Outreach meetings on October 9, 2019 at 5:30 p.m. at the Lakeside Community Church in Hanford and on October 15, 2019 at the Lemoore Civic Auditorium at 5:30 p.m. There will be free Drive-Through Flu Clinics on October 11, 2019 at Floyd Rice Park in Avenal from 7:00 p.m. to 9:00 p.m., at on October 12, 2019 in Hanford at Alma's Flea Market and Corcoran at the Recreation Association of Corcoran Senior Center from 10:00 a.m. to 2:00 p.m. She stated that other upcoming events include: Hanford Police Department K-9 Brewfest at the Hanford Civic Auditorium and the Lemoore Fall Book Sale at the Lemoore Library from 10 a.m. to 2:00 p.m. on October 12, 2019, Rock the Purple Luncheon at the Hanford Civic 11:30 a.m. – 1:30 p.m. on October 15, 2019, the Pink Passion Picnic at the Hanford Civic Auditorium starting at 10:30 a.m. on October 23, 2019 (tickets are \$25), the Kings Economic Development Corporation Annual Meeting at Fialho's Hanger in Lemoore on October 24, 2019, the San Joaquin Valley Regional Association of California Counties Conference – hosted by Stanislaus County on October 24-25, 2019, the Salvation Army 2nd Annual Red Kettle Kick-Off at 380 East Ivy Street, Hanford at 5:00 p.m. on October 25, 2019 and the Kings County Grand Jury Open House event on October 30, 2019.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items would be on a future agenda: Behavioral Health – Service Agreement with Evalcorp, Human Resources - Service Awards, Finance – 2nd amendment to agreement with Hudson Henderson & Company for the annual audit, Fire – Tulare-Kings Regional Hazardous Materials Team Memorandum of Understanding, Community Development - SB 2 Planning Grant for Housing Permitting, Administration/Public Works – Pre-application for the USDA loan application for Kettleman City, Administration - Jail Medical Provider Extension, Probation – Electronic Monitoring Program, Administration - SB 81 Round Two Juvenile Center remodel project – plans, specifications, and advertising, Administration – Edward Bryne Justice Memorial Grant acceptance, and Administration – Public Safety Realignment Plan.**



VII. B8

D. CLOSED SESSION

- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Human Resources Director
- ◆ **Significant exposure litigation.** 1 case [Govt. Code Section 54956.9(d)(2),(d)(4),(e)(1)]
- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**
Property: 17150 10th Ave, Hanford, CA (APN 028-220-011)
Negotiating Parties: Rebecca Campbell for County
Under Negotiation: Terms and conditions of potential sale.
- ◆ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**
Property: 680 Campus Drive, Hanford, CA (APN 010-310-054)
Negotiating Parties: Rebecca Campbell for County
Under Negotiation: Terms and conditions of potential lease.

REPORT OUT: Juliana Gmur, Assistant County Counsel, stated that she did not anticipate any reportable action to take place in closed session today.

PUBLIC HEARING

VIII. B9

E. Administration – Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for Lancaster MOD's 62578, LLC for the Maison's at 40th Apartments. [Reso 19-069]

Supervisor Neves opened the public hearing, no testimony was received and the public hearing was closed.

ACTION: APPROVED AS PRESENTED (CP/RV/RV/JN – Aye, Verboon - Absent)

PUBLIC HEARING

F. Administration – Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for Maison's Palmdale LP for the Maison's Palmdale Apartments. [Reso 19-070]

Supervisor Neves opened the public hearing, no testimony was received and the public hearing was closed.

ACTION: APPROVED AS PRESENTED (DV/CP/RV/RF/JN - Aye)



PUBLIC HEARING

G. Administration – Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
 Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for Royals 4 Preservation LP for Royals Apartments. **[RESO 19-071]**

Supervisor Neves opened the public hearing, no testimony was received and the public hearing was closed.

ACTION: APPROVED AS PRESENTED (RF/DV/RV/CP/JN- Aye)

PUBLIC HEARING

H. Administration – Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
 Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for 8811 Sepulveda LP for the Sepulveda Apartments. **[Reso 19-072]**

Supervisor Neves opened the public hearing, no testimony was received and the public hearing was closed.

ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN -Aye)

PUBLIC HEARING

I. Administration – Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
 Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for LIH Oak Grove LP for Oak Grove Apartments. **[Reso 19-073]**

Supervisor Neves opened the public hearing, no testimony was received and the public hearing was closed.

ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)

IX. J. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, October 15, 2019, at 9:00 a.m.

XII. K. CALIFORNIA PUBLIC FIANANCE AUTHORITY - REGULAR MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

October 15	9:00 AM	Regular Meeting
October 22	9:00 AM	Regular Meeting
October 22	11:00 AM	California Public Finance Authority Regular Meeting
October 22	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
October 22	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
October 29	9:00 AM	Regular Meeting
October 29	T.B.D.	Judging for County Office Halloween Decoration Contest (After Meeting)
October 31	3:00 PM	County Employee Halloween Costume judging contest

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Fire Department – Clay Smith/Ivy Webb

SUBJECT: TULARE-KINGS REGIONAL HAZARDOUS MATERIALS TEAM
MEMORANDUM OF UNDERSTANDING

SUMMARY:

Overview:

The Tulare-Kings Regional Hazardous Materials Team Memorandum of Understanding is entered into between Kings County, Tulare County, City of Dinuba, City of Exeter, City of Farmersville, City of Hanford, City of Lemoore, City of Lindsay, City of Tulare, City of Visalia, and City of Woodlake. The Memorandum of Understanding is for the purpose of entering into a cooperative agreement between the agencies listed above to provide technical services at the scene of a hazardous materials incident within the operational areas of the participating agencies within Tulare and Kings Counties.

Recommendation:

Authorize the Chairman to retroactively sign the Tulare-Kings Regional Hazardous Materials Team Memorandum of Understanding to provide technical services at the scene of a hazardous materials incident within the operational areas of the participating agencies within Tulare and Kings Counties.

Fiscal Impact:

The Fire Department is responsible for its respective share of costs to equip and maintain, on an annual basis, a Hazardous Materials Team. The Fire Department has agreed that on an annual basis the Hazardous Materials Team should be funded at \$72,563 in totality on a cost share basis, which shall increase annually at a rate of two percent (2%) unless all parties to this agreement agree upon a different amount in writing. The Fire Department agrees that its annual cost share shall be based on its respective population, which will be updated as new census data becomes available. Based on the most current census data, the Fire Department shall be responsible for funding the Hazardous Materials Team at an annual cost of \$8,789.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

TULARE-KINGS REGIONAL HAZARDOUS MATERIALS TEAM MEMORANDUM OF UNDERSTANDING

October 15, 2019

Page 2 of 2

BACKGROUND:

The agencies signing this agreement have determined that a collaborative, multi-agency regional team provides an efficient and cost-effective method to provide hazardous materials response services under the terms of this Memorandum of Understanding. By commitment of resources as described in this Memorandum of Understanding, the agencies will develop the Tulare-Kings County Regional Hazardous Materials Team. This team responds to incidents involving hazardous materials to the best of the participating agencies' collective abilities and capabilities. The Tulare-Kings County Regional Hazardous Materials Team will be a resource that is on-call when needed for the participating agencies, if resources are available. The initial term of this Agreement shall be for five years effective July 1, 2019 and ending June 30, 2024.

A copy of the Memorandum of Understanding is on file with the Clerk of the Board. The Memorandum of Understanding has been reviewed and approved as to form by County Counsel.

MEMORANDUM OF UNDERSTANDING BETWEEN

THE COUNTY OF KINGS

THE COUNTY OF TULARE

CITY OF DINUBA

CITY OF EXETER

CITY OF FARMERSVILLE

CITY OF HANFORD

CITY OF LEMOORE

CITY OF LINDSAY

CITY OF TULARE

CITY OF VISALIA

CITY OF WOODLAKE

FOR THE

TULARE-KINGS COUNTY REGIONAL
HAZARDOUS MATERIALS TEAM

INTRODUCTION

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between Kings County, Tulare County, City of Dinuba, City of Exeter, City of Farmersville, City of Hanford, City of Lemoore, City of Lindsay, City of Tulare, City of Visalia, and City of Woodlake (jointly referred to as "Parties"). The MOU is for the purpose of entering into a cooperative agreement between the agencies listed above to provide technical services at the scene of a hazardous materials incident within the operational areas of the participating agencies within Tulare County and Kings County. The agencies signing this Agreement have determined that a multi-agency regional team provides an efficient and cost-effective method to provide such services under the terms of this MOU.

By commitment of resources as described in this MOU, the agencies will develop the Tulare-Kings County Regional Hazardous Materials Team, ("Haz-Mat Team") which will serve to provide for response to incidents involving hazardous materials to the best of the participating agencies' collective abilities and capabilities. The Haz-Mat Team will be a resource that is on-call when needed for the participating agencies, if resources are available, and will not circumvent the requesting agency's statutory authority.

The City of Visalia, through the City of Visalia Fire Department ("VFD") will serve as the lead agency for the Haz-Mat Team. As the lead agency the VFD will be primarily responsible for housing the Haz-Mat Team equipment, schedule training on a regional basis, accounting for the Haz-Mat Team funding, cost recovery efforts as specified in this Agreement, assembling and scheduling the available personnel for each Haz-Mat Team response.

1. PURPOSE

This Agreement is to create and maintain a regional hazardous materials response team, as a supplement to existing mutual aid agreements, that will be composed of staff from participating agencies, as available, to provide first responder operational and technical services at the scene of hazardous materials incidents within the jurisdictional areas of the Parties.

To the extent that the Parties previously operated under cost sharing agreements with the City of Visalia for hazardous materials response, this agreement is intended to replace those prior cost sharing agreements.

2. NO SEPARATE ENTITY

The Parties agree that the purpose of this Agreement may be accomplished without creating a separate entity from the Parties. The Parties to this Agreement are hereby expressly stating that this Agreement does not and is not intended to create a separate joint powers agency or any other type of entity separate and apart from the Parties to this Agreement.

Parties agree that the employees of each respective participating local agency remain the employees of that participating local agency and this Agreement does not make the Parties responsible in any way for the employees of another participating local agency.

3. DUTIES OF PARTIES

The Parties to this Agreement hereby agree that each will undertake the following duties and responsibilities:

- A. Each Party shall take steps, to the extent its resources permit, to train and certify at least one person qualified to provide Hazardous Materials Technician services or four persons qualified to provide First Responder Operational decontamination services.
- B. Each Party, may, at its discretion, acquire and maintain material and supplies necessary to provide equipment and support Haz-Mat Team operations.
- C. Each Party shall contribute funds, or materials, as specified in Exhibit A to this Agreement in order to financially support the costs associated with equipping and maintaining the Haz-Mat Team. Each Party shall pay its required share on or before October 1, of each year, either in a lump sum or in a payment schedule arranged with the lead agency. Failure to pay shall be considered a breach of this Agreement.
- D. This Agreement is intended to state an agreement by participating agencies to cooperate in responding to hazardous materials incidents but each Party acknowledges that this Agreement does not negate or alter its obligation to respond to any such incident occurring within its jurisdictional boundaries.
- E. At the sole discretion of each participating agency, a Party under this Agreement may request the Haz-Mat Team respond to the scene of a hazardous material incident within the participating agency's jurisdiction.
- F. Under the direction of the jurisdiction having legal scene management authority and responsibility, the Haz-Mat Team shall have control of all matters pertaining to the containment and decontamination of a hazardous materials incident until relieved of responsibility by the requesting Party or by the legal scene manager.
- G. VFD as the designated lead agency, shall, at its discretion and based on operational requirements, request Parties send trained personnel as part of a Haz-Mat Team response. Parties shall not be required to respond to a request for resources if it does not have sufficient personnel or equipment to respond at the time the request is made.

- H. Except as agreed to under this Agreement, each Party agrees to be solely responsible for the costs of their personnel, resources administration, training, and emergency response within its respective jurisdiction.
- I. Parties agree that if the Haz-Mat Team responds to a jurisdiction that is not a Party to this Agreement, then the VFD, as the agent for the Haz-Mat Team, shall bill that jurisdiction the applicable cost recovery for the Haz-Mat Team response. Cost recovery to local agencies may be offset by any amount collected from the party responsible for causing the hazardous material incident, if any, under available statutory law for cost recovery. Cost recovery among Parties with personnel on the responding Haz-Mat Team will be based on the applicable cost rate for the respective personnel involved.

4. INDEMNIFICATION

The Parties to this Agreement recognize the statutory immunities stated in Government Code Sections 850 et seq., Health and Safety Code Section 25400 and 42 U.S.C. Section 9607(d)(2) from liability, claims, actions, costs damages or losses, including death or injury to any person and/or damage to property to each other and third parties for personal injury, including death, and property damage arising out of acts or omissions, including the active or passive negligence, which may occur while the respective departments of the Parties take action in response to hazardous material incidents under this Agreement. These immunities, or any other governmental immunity, that do not extend to liability for personal injury, including death, and property damage arising out of any act or omission of any party to this Agreement which act or omission is performed in a grossly negligent manner or to liability for any injury or damage which is a result of bad faith, gross negligence or intentional misconduct, as those terms are defined or used under the statutory immunities cited above are referred to herein as “gross negligence or intentional misconduct.”

When the statutory liability immunities cited above apply there shall be no obligation by any Party to this Agreement to indemnify any other Party pursuant to this section of the Agreement.

Where any liability, claims, actions costs, damages or losses of any kind, including death or injury to any person and/or damage to property, (referred to as “claims” herein) are asserted by any third party or Party to this Agreement to have arisen out of any action or omission of a Party to this agreement which act or omission is or alleged to have been gross negligence or intentional misconduct by such Party, the Party or Parties whose actions which are alleged to have been gross negligence or intentional misconduct shall hold harmless, defend and indemnify the other Parties to this Agreement from and against any liability, claims actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property alleged to have arisen out of gross negligence or intentional misconduct. This indemnification shall include claims or any such liability assignable to the indemnified Parties on the theory or basis of respondeat superior or agency. This indemnification obligation shall continue beyond the term of this Agreement

as to any acts or omissions occurring under this Agreement or any extension of this Agreement. Parties agree that if proportional liability is determined for incidents described in this paragraph, then each shall bear its proportionate cost of any claims respectively attributable based on the applicable facts and circumstances. Parties shall indemnify/hold harmless other Parties that may have been named or involved in the action for any costs or damages incurred in this paragraph its respective proportionate liability.

To the extent that the paragraphs above do not apply to any claims that any third party or entity asserts to have risen out of the activities or omissions, including active or passive negligence, of a Party whose employees or equipment were included in a response by the Haz-Mat Team under this Agreement, then the Party that has jurisdiction over the location of the incident and that requests the Haz-Mat Team shall hold harmless, assume the defense of, and indemnify the other Parties to this Agreement from and against such claims. This indemnification shall include claims or any such liability assignable to the indemnification parties on the theory or basis of respondeat superior or agency. This indemnification obligation shall continue beyond the term of the Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

In any instance where claims name multiple Parties, then the Party with the majority of the employees in the Haz-Mat Team that responded to the incident shall assume the lead in defense unless otherwise agreed to by the Parties.

Each Party shall notify the other participating agencies in writing of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification provision within five (5) business days of becoming aware of a claim or action. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

The provisions of this indemnification clause are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

5. INSURANCE

It is understood and agreed that each Party does and shall maintain insurance policies or self-insurance programs to fund their respective potential liabilities, including potential liability arising out of their personnel responding to hazardous materials incidents and the ownership, maintenance, operation, and use of equipment or procedures used in responding to hazardous materials incidents. Each Party agrees that their respective insurance policies or self-insurance policies shall be modified as necessary to include reasonably foreseeable liability arising out of this Agreement.

Each Party is responsible for providing all required worker's compensation benefits and administering worker's compensation for its employees.

Each Party hereby grants to the other Parties and the other Parties' respective officers, officials, employees, and volunteers a waiver of any right to subrogation in regards to the activities referenced in this Agreement which any insurer of the waiving Party may acquire against the other Parties and/or other Parties' respective officers, officials, employees, and volunteers by virtue of the payment of any loss under insurance maintained by the waiving Party. Each Party shall obtain the endorsement(s) necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the waiving Party obtain and provides the required endorsement(s) to the other Parties.

6. COST RECOVERY AMONG PARTIES

Cost recovery fees will not be charged to Parties. The only type of cost recovery that will be undertaken when the Haz-Mat Team responds to an incident in the jurisdiction of a Party will be to seek reimbursement from those persons and entities responsible for the incident under applicable state or local laws permitting cost recovery. Participating Parties agree to cooperate with one another in cost recovery.

The City of Visalia shall coordinate and monitor cost recovery efforts. Each Party shall provide Visalia with the applicable cost recovery rates for its personnel that serve on the Haz-Mat Team. For purposes of cost recovery, the Parties shall designate City of Visalia, acting through the VFD, as their agent to seek cost recovery of personnel that responded as part of the Haz-Mat Team.

Within thirty days of a hazardous materials incident each Party shall provide VFD with a record of all costs of resources, personnel, and equipment, deployed to the hazardous materials incident.

City of Visalia, as the designated agent under this Agreement, shall collect through cost recovery efforts all amounts expended by the Parties under this Agreement. Each Party shall cooperate with VFD in collection efforts for incidents that occur within their respective jurisdictional boundaries. All cost recovery revenue shall be reimbursed to the Party that incurred the expense. All Parties agree to account for Haz-Mat Team expenses incurred by their respective agency in an account separate from other revenues and expenditures.

Parties agree that VFD, as the lead agency (and primary location for Haz-Mat Team equipment) shall establish an administrative per incident fee of \$300.00 that will be applied to reimburse VFD the administrative costs of assembling the specific personnel that will be responding to each specific hazardous material incident. This per incident fee will only apply when the VFD coordinates a response by the Haz-Mat to a request for assistance.

7. TERM

The initial term of this Agreement shall be for five years effective July 1, 2019 and ending June 30, 2024. The Parties may mutually agree to extend this Agreement for additional five-year terms.

8. TERMINATION

A Party to this Agreement may voluntarily terminate participation upon one hundred eighty (180) calendar days written notice to all other Parties.

Parties that are in breach of the terms of this Agreement shall be notified in writing and have ninety (90) calendar days from the date of such notice to comply with the terms of the Agreement or its participation will be terminated.

Upon the effective termination date, any required contributions under this Agreement that were paid in advance shall be prorated and potentially refunded based on the number of months during the applicable fiscal year that a Party is involved in this Agreement.

Notwithstanding a Party's withdrawal or termination, that Party may continue to receive cost recovery reimbursements as provided under this Agreement for costs incurred while the Party operated under this Agreement and provided personnel or equipment to a hazardous material incident prior to termination.

9. ADDITIONAL PARTIES

Parties agree that additional agencies may join this Agreement at any time. VFD shall notify the existing Parties in writing of any agencies that seek to be added to this Agreement. The notice by VFD shall include any draft cost adjustments to the contributory amounts required under this Agreement that will go into effect with the addition of the new Party. VFD shall reissue the section concerning notice and the revised schedule of costs based on the addition of a new Party and a copy of the signature page of the Agreement signed by the new Party. The additional agency shall be added as a Party to this Agreement unless an existing Party objects within thirty (30) calendar days of being notified of the addition. In case of an objection, all then-current Parties shall meet and decide by a majority vote of currently participating Parties whether to include the additional agency.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties. With the exception of Section 9, allowing additional agencies to participate, and Exhibit A, allowing population data to be changed as census data is updated and annual costs to increase by a set amount per year; no changes, modifications, or alternations, shall be effective unless in writing and signed by all Parties.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

12. NOTICES

Any notice required to be given pursuant to this Agreement shall be in writing and sent first-class mail to the following addresses:

COUNTY OF KINGS

Clay Smith, Fire Chief
280 Campus Drive
Hanford, CA 93230

COUNTY OF TULARE

Tulare County Fire Department
835 S. Akers Street
Visalia, CA 93277

CITY OF DINUBA

Chad Thompson, Fire Chief
420 E. Tulare Street
Dinuba, CA 93230

CITY OF EXETER

Adam Ennis, City Administrator
100 N. C Street
Exeter, CA 93221

CITY OF FARMERSVILLE

City Manager
909 W. Visalia Road
Farmersville, CA 93223

CITY OF HANFORD

Eric Brotemarkle, Interim Fire Chief
350 W. Grangeville Avenue
Hanford, CA 93230

CITY OF LEMOORE

Fire Chief
711 W. Cinnamon Lane
Lemoore, CA 93245

CITY OF LINDSAY

Lindsay Department of Public Safety
185 N. Gale Hill Avenue
Lindsay, CA 93247

CITY OF TULARE

Luis Nevarez, Fire Chief
800 S. Blackstone Avenue
Tulare, CA 93230

CITY OF VISALIA

Fire Chief
420 N. Burke Street
Visalia, CA 93277

CITY OF WOODLAKE

Ramon Lara, City Administrator
350 N. Valencia Avenue
Woodlake, CA 93286

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers. The signatories below are hereby affirming, under penalty of perjury, that they have the requisite authority from governing body of the agency they represent to sign this Agreement and bind the local agency that they represent to the terms of this Agreement.

[Signature pages follow]

COUNTY OF KINGS

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

Approved as to Form

By: _____
County Counsel

COUNTY OF TULARE

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

Approved as to Form

By: _____
County Counsel

CITY OF DINUBA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF EXETER

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF FARMERSVILLE

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF HANFORD

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF LEMOORE

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF LINDSAY

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF TULARE

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF VISALIA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

CITY OF WOODLAKE

By: _____
City Administrator

ATTEST:

By: _____
City Clerk

Approved as to Form

By: _____
City Attorney

Exhibit A
Cost Responsibility

The Parties agree that each agency shall be responsible for its respective share of costs to equip and maintain on an annual basis the Haz-Mat Team.

The Parties, by this Agreement have agreed that on an annual basis the Haz-Mat Team should be funded \$72,562.22, which amount shall increase annually at a rate of two percent (2%) unless a different amount is agreed upon in writing by all the Parties to this Agreement.

The Parties agree that their share of the annual cost share shall be based on the respective populations of each jurisdiction compared to the total overall population of all participating jurisdictions. As census data is updated then the Parties agree to update this section of this Agreement based on the most recent census data.

In consideration of the City of Hanford transferring ownership of the 2007 Pierce Hazardous Materials Unit to the City of Visalia for use by the Haz-Mat Team, the Parties agree that Hanford shall be credited as contributing \$100,240 or ten (10) years of payments, whichever occurs first. The City of Hanford annual contribution shall be first subtracted from this amount before any additional amounts are owed. VFD shall adopt an applicable cost recovery rate for this vehicle that shall be applied to cost recovery charges for the VFD as it will have the responsibility to maintain and operate the unit on behalf of the Haz-Mat Team. In case the City of Hanford terminates this Agreement prior to this credit ending, then the City of Visalia shall either return the 2007 Pierce Hazardous Materials Unit or pay the City of Hanford the outstanding balance of the credit listed in this paragraph to retain the vehicle.

Agency	Population	Percentage	Cost Share
Tulare County	144,741	25.3%	\$18,343.39
Kings County	69,348	12.1 %	\$8,788.65
Dinuba	25,328	4.4%	\$3,209.88
Exeter	11,002	1.9%	\$1,394.31
Farmersville	11,358	2.0%	\$1,439.43
Hanford	58,105	10.1%	\$7,363.79
Lindsay	13,358	2.3%	\$1,692.89
Lemoore	26,257	4.6%	\$3,327.62
Tulare	66,967	11.7%	\$8,486.90
Visalia	138,207	24.1%	\$17,515.32
Woodlake	7,891	1.4%	\$1,000.05
Total	531,984	100%	\$72,562.22

* Note that if a city decides not to participate and terminates this agreement then they will be removed from the participating list and cause the applicable cost share of participating agencies to increase. If additional cities agree to participate, then the total population and corresponding share of costs will decrease.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Library – Natalie R. Rencher
Public Works – Kevin McAlister/Jim Henderson

SUBJECT: LEMOORE BRANCH LIBRARY HEATING, VENTILATION, AND AIR
CONDITIONING REPLACEMENT

SUMMARY:

Overview:

The heating, ventilation, and air conditioning (HVAC) unit at the Kings County Library, Lemoore Branch, needs to be replaced. The Kings County Library requests authorization to transfer library funds to a capital asset account.

Recommendation:

1. Authorize the Purchasing Manager to sign a Purchase Order from Kings County Air, Inc for the purchase of a heating, ventilation, and air conditioning unit to replace the old unit at the Lemoore Branch Library; and
2. Authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

Fiscal Impact:

There is no fiscal impact to the County General Fund. Funds will be expended out of the Library Budget Unit 620000. Funds will be transferred out from Budget Unit 990200 (Contingencies for Library), Account #82900000, in the amount of \$22,000. Contingency funds will be transferred to Account # 82420080 (HVAC Upgrade) in the amount not to exceed \$22,000.

BACKGROUND:

The HVAC unit at the Lemoore Branch Library needs to be replaced. It was discovered on or about September 23, 2019 that the unit has a failed compressor and a major refrigerant leak. The system is old, and cannot be economically repaired. The project will consist of purchasing and installing of a ten ton heating and cooling
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

LEMOORE BRANCH LIBRARY HEATING, VENTILATION, AND AIR CONDITIONING REPLACEMENT

October 15, 2019

Page 2 of 2

unit, installing new ductwork to fit new equipment, and replacing the thermostat. This work is being treated as an emergency under the provisions of the Purchasing Policy due to climate conditions, concern for the public welfare and to provide for the safe, efficient operation of this branch and the programs they offer. Work has already started on this project.

KINGS COUNTY AIR, INC.

License No. 828256
14670 Hanford-Armona Rd
Hanford, Ca 93230
E-Mail: mark@kcairinc.com
DIR registration no. 1000000300

Proposal

To: Kings County 10/8/19
Attn: Louie Garcia
Re: Lemoore Library Equipment Changeout

Scope:

Replace 10-ton condensing unit and twin 5-ton furnaces & coils
Provide new Electrical Disconnect
Provide new refrigerant lines
Modify ductwork as necessary to connect to new equipment

Total price \$21,950.00

Thank you,
Mark Mathis



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Administration – Rebecca Campbell
Waste Management – Bob Henry

SUBJECT: KETTLEMAN HILLS WASTE FACILITY QUARTERLY REPORT

SUMMARY:

Overview:

Quarterly report of facility activities at the Kettleman Hills Hazardous Waste Facility. The report will be given by representatives from Chemical Waste Management, the company that operates the facility.

Recommendation:
Information Only.

Fiscal Impact:
None.

BACKGROUND:

On December 22, 2009, the Kings County Board of Supervisors adopted Resolution No. 09-073, which authorized issuing Conditional Use Permit No. 05-10 for Chemical Waste Management, Incorporated (CWM) to operate the Kettleman Hills Hazardous Waste Facility. As part of the conditions of approval as cited in condition #B-4 of Resolution No. 09-073, "That the General Manager of the CWM Kettleman Hills Facility shall give quarterly rather than monthly reports to the Board of Supervisors, in person, concerning the monitoring program and any and all other work or activity at the site, including any and all information sent to all regulatory agencies." In accordance with these provisions, the General Manager will attend the meeting updating your Board on the previous quarter's activities. The Board also may, from time to time, require special reports concerning specific items or activities about which they are concerned in addition to the regular update.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka

SUBJECT: MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

SUMMARY:

Overview:

Monthly report of the Planning Commission's actions.

Recommendation:

Information only. No formal action required.

Fiscal Impact:

None.

BACKGROUND:

At their regular meeting held Monday, October 7, 2019, the Kings County Planning Commission reviewed the following:

ACTIONS AS THE PLANNING COMMISSION

CONDITIONAL USE PERMIT NO. 19-01 (WESTLANDS CHESTNUT SOLAR) - The Commission considered a proposal to establish an approximately 150 megawatt alternating current solar photovoltaic generating farm, including the construction of an electrical substation, a battery storage facility, an operations and maintenance (O&M) facility, access driveways and electrical interconnection/gen tie line on approximately 1,040 acres of agricultural land in the unincorporated Kings County, California. The project site is to be located at 24998 Nevada Avenue, Lemoore.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

October 15, 2019

Page 2 of 2

CONDITIONAL USE PERMIT NO. 19-02 (WESTLANDS SOLAR BLUE) – The Commission considered a proposal to establish an approximately 250 megawatt alternating current solar photovoltaic generating farm, including the construction of an electrical substation, a battery storage facility, an operations and maintenance facility, access driveways and electrical interconnection/gen tie line on approximately 1,895 acres of agricultural land in the unincorporated Kings County, California. The project site is to be located at 25959 Laurel Avenue, Lemoore.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka
SUBJECT: SENATE BILL 2 PLANNING GRANT FOR HOUSING PERMITTING
SUMMARY:

Overview:

The California Department of Housing and Community Development provides funding from Senate Bill 2 (2017) to cities and counties for preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. This is a non-competitive grant, and Kings County is eligible to receive \$160,000. No match is required of funding by the County.

Recommendation:

Adopt the Resolution authorizing the Community Development Agency Director to apply and to execute all required documents for the SB 2 Planning Grant to update housing related permit processes, regulations, and plans.

Fiscal Impact:

The amount being requested, \$160,000, will be funded by the grant and have a positive impact on the General Fund by offsetting general fund supported planning staff costs. No additional staffing will be necessary to fulfill the goals and objectives of the grant funded activities. Adequate funding for this program has been included in the Fiscal Year 2019-2020 Adopted Budget in Budget Unit 270000.

BACKGROUND:

Senate Bill 2 (2017) Planning Grants Program is part of a 15 bill housing package aimed at addressing the State’s housing shortage and high housing costs. Specifically, this bill established a permanent source of revenue intended to increase the affordable housing stock in California. This program is a one-time component of SB 2 that provides financial and technical assistance to local governments to update planning documents in

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

SENATE BILL 2 PLANNING GRANT FOR HOUSING PERMITTING

October 8, 2019

Page 2 of 2

order to accelerate housing production, streamline approval processes, facilitate housing affordability, and align with other State priorities. Funds are being made available to eligible cities and counties who are in compliance with their Housing Elements and Annual Reports, and the grant is a noncompetitive over the counter application. Kings County is in compliance with these requirements by having an adopted Housing Element and has submitted its Annual Reports, and is therefore eligible for \$160,000. The final deadline to apply for these grant funds is November 30, 2019, and grant funded activities can extend up to June 30, 2022.

The SB 2 Planning Grants Program Guidelines require that an application include a complete original application with the following attachments:

1. Attachment 1 – State and Other Planning Priorities form to self certify compliance.
2. Attachment 2 – Nexus to Accelerating Housing Production that demonstrates how proposed funded activities have a nexus to accelerating housing production.
3. A fully executed Board Resolution authorizing the application and receipt of Planning Grant Program funds.
4. A fully executed Government Agency Taxpayer ID Form.
5. Other documentation if needed, such as scope of work.

The Community Development Agency proposes to apply for three project areas to be funded over three fiscal years. The project proposals total \$160,000 over three fiscal years and include:

1. Expedited Review & Processing for Housing Permits at a cost of \$24,500. This project will evaluate existing processes and the permitting system and prepare updated changes to enhance processing times and efficiency.
2. Rezoning by Right and Development Code Text Changes at a cost of \$99,500. This project will carry out detailed studies of the County's four unincorporated communities to evaluate opportunities for enhanced residential zoning and development code allowances for housing.
3. General Plan Consistency Update at a cost of \$36,000. This project will ensure that all zoning and development code changes are reviewed against the General Plan and changes are made for consistency between the two documents as required by State Planning Law (Government Code 65860).

An estimated breakdown of grant fund reimbursement for these projects is summarized below by Fiscal Year (FY) for a total of \$160,000:

FY 2019 – 2020	\$61,100
FY 2020 – 2021	\$58,900
FY 2021 – 2022	\$40,000

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF KINGS, STATE OF CALIFORNIA

IN THE MATTER OF AUTHORIZING
APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS /

Resolution No. _____

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the County Board of Supervisors of the County of Kings desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB2)) related to the PGP Program; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Kings County Community Development Agency is hereby authorized to apply on behalf of the County for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$160,000.

2. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timeliness represented in the application will be enforceable through the executed Standard Agreement. The County Board of Supervisors hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

3. The Kings County Community Development Agency Director is authorized to execute the County of Kings Planning Grants Program application, the PGP Grant

Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the PGP Grant.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the _____ day of October 2019, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

Joe Neves, Chairman of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this _____ day of October 2019.

Clerk of said Board of Supervisor



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Behavioral Health - Lisa Lewis/Unchong Parry

SUBJECT: SERVICE AGREEMENT WITH EVALCORP FOR REVIEW OF THE
MULTIPLE ORGANIZATION SHARED TELEPSYCHIATRY PROJECT

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval for an agreement with Evalcorp for the Mental Health Services Act (MHSA) Multiple Organization Shared Telepsychiatry (MOST) Project Independent Evaluation for Fiscal Years 2018-2021.

Recommendation:

Authorize the Chairman to sign an agreement with Evalcorp to provide an independent evaluation of the Multiple Organization Shared Telepsychiatry Project.

Fiscal Impact:

There is no impact to the County General Fund. The contract amount for the Project is \$120,000. It is funded from MHSA Innovation fund, and is included in the Adopted Fiscal Year 2019-2020 Budget, in Budget Unit 422200 (Behavioral Health - Mental Health Services Act).

BACKGROUND:

Proposition 63 Mental Health Services Act (MHSA) was approved by California voters in 2004 to expand and transform the public mental health system. The MHSA represents a statewide movement to provide a better coordinated and comprehensive system of care for those suffering from severe mental illness (SMI), and to define an approach to the planning and delivery of mental health services that are embedded in the MHSA values of: Wellness, Recovery & Resilience, Cultural Competence, Consumer & Family Driven Services, Integrated Service Experience, and Community Collaboration. The MHSA emphasizes transformation of the mental health system while improving the quality of life for Californians living with a mental illness.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SERVICE AGREEMENT WITH EVALCORP FOR REVIEW OF THE MULTIPLE ORGANIZATION SHARED TELEPSYCHIATRY PROJECT

October 15, 2019

Page 2 of 2

The MHSA is made up of five components: Community Services & Support; Prevention & Early Intervention; Innovation; Capital Facilities & Technological Needs; and Workforce Education & Training.

The MOST Project is required by the Department of Health Care Services (DHCS) and the Mental Health Services Oversight and Accountability Commission (MHSOAC) to contract with an Independent Evaluator for the purposes of providing evaluation of the MOST Project as a third party to meet the Innovative Project General Requirements as outlined in California Code of Regulations (CCR) Title 9, Sections 3910. Evalcorp will conduct a thorough evaluation and data analysis, and will measure and determine if the Project is meeting the approved MHSA Innovation Plan learning goals, and if it is also measurable.

Evalcorp was the winning proposer that went through the Kings County Request for Proposal (RFP) process on June 14, 2019 for RFP 2019-53. Evalcorp has demonstrated a successful seventeen (17) year work history with multiple counties, and have completed over 450 government projects including state Innovation Projects and Innovation Project evaluations. Evalcorp has never defaulted on a governmental contract, and possesses a positive reputation for high quality work and timely delivery of contracted services.

Your Board previously approved the Kings County 2017-2020 Three year Program and Expenditure Plan on January 23, 2018 and it included the Innovation Plan, MOST Project.

A copy of the Agreement is on file with the Clerk of the Board. This Agreement has been reviewed and approved as to form by County Counsel.

**AGREEMENT FOR SERVICES
BETWEEN THE COUNTY OF KINGS AND EVALCORP**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Evalcorp, a for-profit organization (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor will conduct a thorough evaluation and data analysis of the Multiple Organization Shared Tele-Psychiatry (MOST) program.

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing his ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from his professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**

Payment for service provided under this Agreement is limited to the maximum amount of **\$39,7801 for Fiscal Year 2019/2020, \$39,780 for Fiscal Year 2020/2021, and \$39,780 for Fiscal Year 2021/2022, totaling \$119,340 over three fiscal years.**

Should no funds or insufficient funds be appropriated for this Agreement, County

reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in this section. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement shall **commence on the date above indicated**, and shall **terminate on June 30, 2022**, unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting

party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Contractor may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gaps for five (5) years after the termination of this Agreement or any extension of this Agreement

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit C**.

12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than

carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

16. ASSIGNMENT

Contractor shall not assign this Agreement or monies due without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or

terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

19. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, overnight carrier, or by prepaid first-class mail addressed as follows:

COUNTY:

COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:

EVALCORP.
15615 ALTON PARKWAY, SUITE 450
IRVINE, CA 92618

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) overnight carrier, it is effective as of the date of delivery; c) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

25. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

To ensure equal access to quality care by diverse populations, Contractor shall adopt and implement the federal Office of Minority Health (OMH) national Culturally and Linguistically Appropriate Standards (CLAS), and will be demonstrated through policies, training and cultural competency plans its efforts address the CLAS requirements.

26. AUTHORITY


Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

County of Kings

Contractor

By: _____
Joe Neves, Chairman



Dr. Kristen Donovan
Evalcorp

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Juliana F. Gmur, Assistant County Counsel

Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: Budget
Exhibit C: BAA/HIPAA
Exhibit D: Branding

MOST EVALUATION

EXHIBIT A-SCOPE OF WORK

Table 1. Proposed Project Workplan, Deliverables, and Milestone Dates

Key Activities	Deliverables	Estimated Duration of Task & Milestone Dates
Task 1. Kickoff and Initial Planning		
<p>Solidify the Project/Task timeline once the project has started.</p> <p>Coordinate meeting schedule with Behavioral Health Department personnel</p> <p>Request and obtain any relevant program materials to help inform the evaluation processes</p> <p>Determine availability of data sources for the “existing telepsychiatric services in Kings County” to address how the data will be obtained for comparison analyses referenced in the RFP</p> <p>Prepare meeting agenda and primary questions to be discussed during first meeting. Content to be addressed during the first meeting will include:</p> <ol style="list-style-type: none"> 1) Expectations and desired outcomes 2) Responsibilities of County and contractor 3) Timeline for completion of tasks 4) Primary stakeholders and contact information 5) Communication Plan 6) Deliverables 	<p>Draft Project/Task Timeline</p> <p>Initial Meeting Agenda</p> <p>Meeting Schedule</p> <p>Finalized Project/Task Timeline</p>	<p>Duration: Project start (8/1/19) – first 2-3 weeks of project</p> <p>Draft Project/Task Timeline: 8/16/19</p> <p>Conduct meeting Kings County Behavioral Health: 8/1/19 – 8/15/19</p> <p>Finalized Project/Task Timeline: 8/16/19</p>
Task 2. Tool Development		
Task 2.1 Survey Tool Development		
<p>A total of 4 survey tools will be developed to measure outcomes 1.1 -1.4 across 4 groups (consumers, family members, staff/psychiatrists, and providers).</p>	<p>Survey tool for consumers, staff, psychiatrists and providers</p>	<p>Duration: 3 months (8/1/19-10/31/19)</p>

Key Activities	Deliverables	Estimated Duration of Task & Milestone Dates
<p>Surveys will measure:</p> <ul style="list-style-type: none"> • perceptions of the value of peer involvement, • self-reported progress toward meeting wellness and recovery goals, • how the support network impacted access, navigation, and engagement in services, • impact of peer support and, • satisfaction with and perceptions of the MOST project. <p>Incorporate key stakeholder feedback/ review process before finalizing the English version of the tools</p> <p>Translate materials into additional languages (Spanish) as needed</p> <p>Create plan for data collection/tool dissemination (including paper vs. electronic methods) and appropriate timeline for roll-out</p> <p>Develop data entry shells for survey data, as needed</p>	<p>Finalize survey tools</p> <p>Data collection plan, guidelines, and training materials</p> <p>Data entry shells</p>	<p>Finalized Survey Tools: 9/13/19</p> <p>Survey administration plan, guidelines, and training materials: 9/13/19</p> <p>Survey training (as needed) and roll-out by: 9/30/19</p> <p>Survey data entry shells: 9/30/19</p>
Task 2.2 Interview Protocol Development		
<p>One interview protocol will be developed for consumers to measure outcomes 1.2 and 1.3.</p> <p>The interviews will capture MOST participant:</p> <ul style="list-style-type: none"> • experiences, and • the impact of peer support. <p>Incorporate key stakeholder feedback/ review process before finalizing the English version of the interview protocol</p>	<p>Interview protocol for consumers</p>	<p>Duration: 3 months (8/1/19-10/31/19)</p>

Key Activities	Deliverables	Estimated Duration of Task & Milestone Dates
Translate materials into additional languages (Spanish) as needed	Finalize interview protocol	Finalized Tools: 9/30/19
Task 2.3 Tracking Log Development		
<p>One tracking log will be developed to measure outcomes 1.3 & 2.1-2.5.</p> <p>Assess whether existing tracking logs documenting outcomes 1.3 & 2.1-2.5 are currently in use among the existing telepsychiatric services</p> <ul style="list-style-type: none"> > If yes, these tracking logs will be reviewed and assessed to determine whether any modifications need to be made in order to measure outcomes for MOST clients. > If no, a tracking system will need to be created that will document no-show for MOST Project participants and current telepsychiatric services. <p>Inventory/tracking system to track and measure:</p> <ul style="list-style-type: none"> • reduction in no-shows, • the number of MOST participants transitioning to a lower level of care, • decreased wait times to see a psychiatrist (i.e. increased access to care) for MOST Project participants, • mental illness crisis hospitalizations, • change in individuals seen in hospital emergency departments for mental illness and, • reduction of those with mental illness reentering jail. <p>Meetings to discuss data tracking roles and responsibilities (i.e., identify who the primary contact(s) will be and frequency in which</p>	Review & review/create inventory and tracking system	<p>Duration: 2 months (8/1/19-9/30/19)</p> <p>Finalized tracking system: 9/30/19</p>

Key Activities	Deliverables	Estimated Duration of Task & Milestone Dates
data will be collected)		
Task 3. Data Collection		
Task 3.1 Survey Data Collection		
<p>A total of 4 survey tools will be distributed to measure outcomes 1.1 -1.4 across 4 groups (consumers, family members, staff/psychiatrists, and providers).</p> <p>Surveys distributed to consumers for outcomes 1.1-1.4 will measure:</p> <ul style="list-style-type: none"> • perceptions of the value of peer involvement, • self-reported progress toward meeting wellness and recovery goals, • impact of peer support and, • satisfaction with and perceptions of the MOST project. <p>Surveys distributed to staff/psychiatrists and providers for outcome 1.1 will measure:</p> <ul style="list-style-type: none"> • perceptions of the value of peer involvement, <p>Surveys distributed to family members for outcomes 1.2 - 1.4 will measure:</p> <ul style="list-style-type: none"> • how the support network impacted access, navigation, and engagement in services, • impact of peer support and, • satisfaction with and perceptions of the MOST project. <p>Meetings to discuss data collection administration procedures</p>		<p>Duration: Ongoing (3 years)</p> <p>Surveys will be distributed at project onset and then annually until program end.</p>
Task 3.2 Interview Data Collection		
Conduct interviews with consumers (Outcomes 1.2 & 1.3) to capture:		Duration: Ongoing (3 years)

Key Activities	Deliverables	Estimated Duration of Task & Milestone Dates
<ul style="list-style-type: none"> the experiences of MOST participants, and the impact of peer support. 		Surveys and interviews will be distributed annually until program end.
Task 3.3 Additional Data Collection		
<p>Request and inventory existing available data from KCBH and partner agencies for outcomes 1.3 & 2.1-2.5 measuring:</p> <ul style="list-style-type: none"> reduction in no-shows, the number of MOST participants transitioning to a lower level of care, the increase in access to care of MOST Project participants, change in mental illness crisis hospitalizations, change in individuals seen in hospital emergency departments for mental illness and, reduction of those with mental illness reentering jail. 	<p>Receive existing data available KCBH/partner agencies</p> <p>Data inventory</p>	<p>Duration: Ongoing (3 years)</p> <p>Quarterly data upload and review</p>
Task 3. Data Analysis and Reporting		
<p>For the outcomes listed above, conduct data cleaning, analysis, and reporting on a basis determined in conjunction with KCBH project staff.</p> <p>Conduct data cleaning, quantitative, and qualitative analysis in accordance with analysis plans.</p> <p>Determine with KCBH, reporting needs. Proposing annual and final report to be developed.</p>	<p>Data analysis plan</p> <p>Annual reports</p> <p>Final Report Draft</p> <p>Final Report</p>	<p>Duration: Ongoing (3 years);</p> <p>Final data analysis plan: 12/15/19</p> <p>Final reporting plan: 12/15/19</p> <p>Annual reports: July 2020 and July 2021</p> <p>Final Report Draft: 4/30/22</p> <p>Final Report: 6/30/22</p>

EXHIBIT -B**Budget
EVALCORP MOST EVALUATION**

The below table outlines our proposed costs for each of the 3 Fiscal Years comprising the full term of the 3-year project. Based upon our total proposed **Not to Exceed budget of \$119,340 (for all three Fiscal Years combined)** our breakout by Project Year is as follows

Year 1: **\$39,780** Fiscal Year 2019/2020

Year 2: **\$39,780** Fiscal Year 2020/2021

Year 3: **\$39,780** Fiscal Year 2021/2022

Our proposed budget was developed with the maximum value for the County in mind. No additional costs outside of the above listed personnel costs will be charged to the County. We do anticipate utilization of Skype or Zoom for video conference calls if desired, and will work with the County to determine their desire for in-person meetings at the launch or completion of each Project Year or full Project Term. EVALCORP is accustomed to working effectively and efficiently for counties throughout the state of California without adding undue cost to the County

PERSONNEL COSTS	COST PER HOUR	HOURS	SUB-TOTAL
Project Director – Kristen Donovan, Ph.D.	\$120.00	48	\$5,760.00
Project Manager – Mindy Friedman, MPH	\$100.00	50	\$5,000.00
Senior Evaluator – Tronie Rifkin, Ph.D.	\$95.00	56	\$5,320.00
Research Associate II – Rebecca Heilman, M.A.	\$75.00	160	\$12,000.00
Research Assistant – Shayla Wilson, M.A.	\$65.00	180	\$11,700.00
Fiscal Year Total			\$39,780.00

HIPAA Business Associate Exhibit

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").

B. Kings County ("County") wishes to, or may, disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Contractor **EVALCORP** is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:

1) **Use and Disclose for Management and Administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Provision of wrap around ("WRAP") Program Services.** Use and disclose PHI to provide WRAP program services to County. WRAP program services means the provision of services to children/youth and families, including individuals who are members of a class of children covered by Katie A. v Bonta (Katie A) settlement based on the Multidimensional Treatment Foster Care model and as further defined in the Scope of Work, which is attached as Exhibit A to the Agreement who are consumers serviced through Business Associate.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within 72 hours of the discovery**, to notify the County:

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving

written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County Administrative Office
County of Kings
1400 W. Lacey Blvd.
Hanford, CA 93230

and

Kings County Behavioral Health
460 Kings County Drive, No. 101
Hanford, Ca 93230

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. Obligations of County.

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45

CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

A. *Disclaimer.* County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. *Amendment.* The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. *Assistance in Litigation or Administrative Proceedings.* Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business

Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines

installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. **Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. **Mailing.** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

Behavioral Health County of Kings Branding Policy

Created August, 2009

Overview

Behavioral Health (BH) is a department within Kings County and serves as the funder, coordinator, and administrator of mental health services and alcohol and other drug services in Kings County.

The Mission of BH is to promote, support, and invest in the wellness and recovery of individuals living in the communities of Kings County. To achieve this end, BH contracts with a number of community based providers, organizations, and agencies to provide a variety of services that range from prevention, family support groups, mental health crisis response, addiction treatment, etc. In addition, BH funds a number of local programs, initiatives, and activities to also promote, support, and invest in the wellness of individuals in residing within the County.

Purpose

The services funded by BH are almost entirely funded with public dollars earmarked to provide specific services. As such, BH deems it necessary to demonstrate to the public how it: 1) utilizes those public funds; 2) exhibits the types of projects, programs, and services it is funding; and 3) generate public awareness of the collaboration between various programs in the County and the BH.

This awareness is conducted through the Branding Policy developed by BH. This Branding policy includes the following stipulations:

- Contractors, Grantors, and Providers shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press releases regarding any program funded directly or in part by BH contain the language that reflects that services are funded by Kings County Behavioral Health.
- All written materials, including, but not limited to flyers, brochures, and/or other written material must contain the BH logo. This applies to any and all electronic materials as well as websites, on-line advertising, and social networking sites, etc.
- The BH Logo must appear in its original color (Black and Purple) and format, unless the entire document is going to be in grayscale or black and white. In such instance, the logo may appear in such a manner as to be uniform with the document.
- Whenever possible BH wants and the logo to appear on materials in addition to the required funding language.
- The language for the branding must be written in the following format statement: "(name of organization) (type of) services funded by Kings County Behavioral Health."
- BH reserves the right to review materials for public use that has the branding language and logo should that service be funded by BH. Should material

containing BH language and logo, or services funded, are used in a manner that is deemed offensive, discriminatory, political, or in violation of any County wide policies, BH has a right to demand the revision of the materials or services to eliminate any identified concerns. BH reserves the right to approve the use of materials utilizing the BH Brand should the need arise.

- BH will not allow its brand to be associated with any services, program, action, that may be perceived by the public to be damaging to the County or any of its agencies, or contrary to the mission of BH.

Benefits

The branding policy ensures that BH and Kings County are afforded the appropriate recognition for its funding of and/or support of publicly available programs. The Branding policy also provides assurances for BH that its name, logo, and funding are not used in manner that may be damaging to the public or the County.

The Branding policy also works to provide the partnering agencies with a direct collaborative connection to BH and demonstrate to the public the joint effort to seeking the overall wellness of the people and communities of Kings County.

BH is available to address any concerns or issues not covered in this policy on a case by case bases.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: County Counsel – Lee Burdick/Juliana Gmur

SUBJECT: AMENDMENT NO. 8 TO JOINT POWERS AGREEMENT NO. 79-31.1
KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

SUMMARY:

Overview:

The Kings County Area Public Transit Agency has identified the need to acquire real property for the purpose of developing a new transit center. To do so, the Joint Powers Agreement requires amendment to permit the acquisition.

Recommendation:

Authorize the Chairman to sign Amendment No. 8 to the Joint Powers Agreement No. 79-31.1 to acquire real property for the purpose of developing a new transit center.

Fiscal Impact:

None.

BACKGROUND:

The Kings County Area Public Transit Agency (“KCAPTA”), a Joint Powers Agency comprised of Kings County and the cities of Hanford, Lemoore and Avenal, has been actively working towards development of a new transit center near downtown Hanford, and is now at the property acquisition stage of the project. While it was anticipated that the properties could be acquired through arms-length transactions, based upon information acquired during due diligence efforts, it seems increasingly likely that eminent domain authority may be needed for at least some of the parcels. Unfortunately, the joint powers agreement creating KCAPTA did not include an express authorization of eminent domain authority by the member agencies, which is required under California law.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AMENDMENT NO. 8 TO JOINT POWERS AGREEMENT NO. 79-31.1

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

October 15, 2019

Page 2 of 2

The KCAPTA Board directed its counsel to draft amendment to the joint powers agreement that provides specific authority for KCAPTA to acquire property generally, and through a separate clause, grants narrow eminent domain authority for only the parcels that have been identified as necessary for the downtown Hanford transit center project. Counsel for each of the member agencies, including County Counsel, have reviewed and approved the amendment, which shall be presented to the governing boards of each member agency for final approval.

AMENDMENT NO. 8 TO JOINT POWERS AGREEMENT NO 79-31.1
KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

WHEREAS, the Kings County Area Public Transit Agency (“KCAPTA” or “Transit Agency”) is a joint powers agency made up of the County of Kings, the City of Hanford, the City of Lemoore and the City of Avenal (collectively, “member agencies” and individually, a “member agency”); and

WHEREAS, KCAPTA was formed pursuant to a Joint Powers Agreement on July 10, 1979 (“KCAPTA Agreement No. 79-31.1” or “Joint Powers Agreement”); and

WHEREAS, after evaluating deficiencies associated with its current transit center, KCAPTA has identified the need to acquire real property for the purpose of developing a new transit center with administrative offices consistent with its purposes identified in the Joint Powers Agreement; and

WHEREAS, KCAPTA evaluated various possible site locations for a new transit center, with the most financially and environmentally feasible location identified generally as in or around the City of Hanford block bounded by N. Harris Street to the west, E. 8th Street to the north, N. Brown Street to the east, and E. 7th Street to the south, and more specifically identified as those properties identified by Assessors Parcel Numbers 012-042-012-000, 012-042-017-000, 010-275-009-000, 010-275-010-000, 010-275-011-000, 012-042-004-000, 012-042-009-000, 012-042-010-000, 012-042-011-000, 012-042-013-000, 012-042-014-000, 012-042-015-000 (“Transit Center Site”); and

WHEREAS, the member agencies desire to amend the Joint Powers Agreement for purposes of providing KCAPTA with the express authority to acquire real and personal property, however, in doing so, the member agencies desire to limit their grant of eminent domain authority to the Transit Agency to the acquisition of the properties identified for the Transit Center Site; and

WHEREAS, the City of Hanford, the City of Lemoore and the City of Avenal derive their eminent domain authority pursuant to Government Code Section 37350.5; and

WHEREAS, the County of Kings derives its eminent domain authority pursuant to Government Code Section 25350.5; and

WHEREAS, pursuant to Government Code Section 6502, the member agencies may jointly exercise their common powers through the Transit Agency

NOW, THEREFORE, the member agencies agree as follows:

Article I, Section 5 of the Joint Powers Agreement is hereby amended to add the following subsections:

- (i) To acquire real or personal property, including without limitation, by purchase, lease, gift, bequest, or devise.
- (j) To acquire real property through the exercise of the power of eminent domain pursuant to California Government Code Sections 6502, 25350.5 and 37350.5 for the limited public purpose of acquiring the specific properties for the Transit Center Site, identified by the following Assessor's Parcel Numbers 012-042-012-000, 012-042-017-000, 010-275-009-000, 010-275-010-000, 010-275-011-000, 012-042-004-000, 012-042-009-000, 012-042-010-000, 012-042-011-000, 012-042-013-000, 012-042-014-000, 012-042-015-000.

This Amendment No. 8 may be ratified in counterparts, and shall be dated and effective on the last date ratified by a member agency.

Within thirty days following ratification hereof by all the member agencies of KCAPTA, a copy of this amendment will be filed with the California Secretary of State.

COUNTY OF KINGS

Dated: _____

By: _____
 Joe Neves, Chairman
 Kings County Board of Supervisors

CITY OF HANFORD

Dated: _____

By: _____
 Sue Sorenson, Mayor
 City of Hanford City Council

CITY OF LEMOORE

Dated: _____

By: _____
 Edward Neal, Mayor
 City of Lemoore City Council

CITY OF AVENAL

Dated: _____

By: _____
 Dagoberto Ovalle, Mayor
 City of Avenal City Council



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: County Counsel – Lee Burdick/Carrie Woolley

SUBJECT: NOTIFICATION TO GROUNDWATER SUSTAINABILITY AGENCIES
REGARDING THEIR FAILURE TO PROVIDE SUFFICIENT NOTICE

SUMMARY:

Overview:

The Office of the County Counsel is requesting direction from the Board as to whether to send written notice to the Groundwater Sustainability Agencies (“GSAs”) that the notice provided on September 3, 2019, for the December 2, 2019 public hearing to consider and adopt the Groundwater Sustainability Plan (“GSP”) was insufficient under the Sustainable Groundwater Management Act (“SGMA”) and the Due Process clauses of the Federal and State Constitutions.

Recommendation:

Provide direction to the Office of the County Counsel to send written notice to the Groundwater Sustainability Agencies regarding their failure to provide sufficient notice of the December 2, 2019 public hearing.

Fiscal Impact:

None.

BACKGROUND:

Under SGMA, GSAs must provide any city or county within its territorial boundaries at least 90 days written notice of the public hearing at which they plan to adopt or amend their GSP. In addition, SGMA requires GSAs to consult with any city or county provided notice of the public hearing if requested within 30 days of the posting of said notice, as well as consider and review any comments submitted by said cities or counties.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

NOTIFICATION TO THE GROUNDWATER SUSTAINABILITY AGENCIES REGARDING THEIR FAILURE TO PROVIDE SUFFICIENT NOTICE

October 15, 2019

Page 2 of 2

On September 3, 2019, the GSAs located within the territorial boundaries of Kings County, sent notice that the hearing at which they would consider and adopt the Tulare Lake Subbasin Groundwater Sustainability Plan would be held on December 2, 2019, which was within the timelines set by SGMA. On September 6, 2019, the GSAs released a draft version of the GSP. Not only was this release not within SGMA's 90-day notice requirement, the draft GSP was incomplete as it was missing the Water Modeling Report. This information is expected to be about half of the entire GSP document, and is expected to be released around in November 1, 2019.

In order to preserve the County's right to challenge the constitutional sufficiency of the GSAs' notice of the December 2, 2019, the County will need to inform the GSAs of its intent now and provide them an opportunity to cure this defect in order to exhaust our administrative remedies and avoid waiving the County's right to sufficient notice and an opportunity to be heard under the Due Process Clause of the Fifth and Fourteenth Amendments of the Federal Constitution and Section 7 of Article 1 of the California Constitution.

County Counsel requests this Board to authorize and direct it to send a letter outlining these legal insufficiencies and proposing a method by which the GSAs can cure this defect as soon as possible in order to comply with SGMA and the requirements of due process.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Department of Finance – James Erb

SUBJECT: SECOND AMENDMENT TO AGREEMENT No. 15-037 BETWEEN COUNTY OF KINGS AND HUDSON, HENDERSON & COMPANY, LLP FOR THE ANNUAL COUNTY OF KINGS AUDIT

SUMMARY:

Overview:

Department of Finance staff requests the Board of Supervisors approve the second amendment of the County’s agreement with its independent auditors, Hudson, Henderson & Company, LLP, to expand the scope of work to provide assistance with completing the Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2018-2019 and extend the agreement to provide services until June 30, 2021.

Recommendation:

Authorize the Chairman to sign the second amendment to Agreement No. 13-057 for additional audit services, which include drafting and compiling the Comprehensive Annual Financial Report and extending the agreement to provide two additional years of service.

Fiscal Impact:

By entering into this amendment, the County will see an increase in the cost of completing its annual CAFR by \$10,120 for a total cost of \$45,230 for FY 2018-2019, as set forth in Exhibit B to the amendment. The cost of the audit will remain the same for the additional extended periods; the total cost of the original contract is \$96,750 and includes audits of seven agencies or programs.

The Department will absorb the cost increase through other savings throughout the year. The proposal from Hudson, Henderson & Company, LLP is attached for reference in Exhibit B.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SECOND AMENDMENT TO AGREEMENT BETWEEN COUNTY OF KINGS AND HUDSON HENDERSON & COMPANY, LLP FOR THE ANNUAL COUNTY OF KINGS AUDIT

October 15, 2019

Page 2 of 2

BACKGROUND:

Each year, the Department of Finance staff prepares the CAFR for the County, a project that takes one staff member 3 to 4 months working approximately $\frac{3}{4}$ time to complete. This year, in addition to their normal duties, staff has been implementing a new accounting system, which has strained department resources. CAFR preparations begin in June and are finalized by the end of December. Due to the additional workload, caused by the implementation of a new accounting system, staff needs assistance to complete the CAFR this year. Therefore, we are requesting the approval of this second amendment to hire Hudson, Henderson & Company, the County's independent auditors, to provide support and enable the completion of the CAFR by the State's deadline. Completing the CAFR is important as a timely and complete CAFR helps facilitate state and federal funding, the CAFR is a requirement for issuing municipal debt, and is a public document demonstrating the financial status of the County. Hudson, Henderson & Company, Inc. will draft and compile the CAFR, a time consuming task usually completed by the Department of Finance staff.

We are requesting a two-year extension of the current contract to help with the transition to the new accounting system. Fund and account numbers have all changed as well as many business processes. Using an independent audit firm who is familiar with the legacy system and the new accounting system will provide valuable feedback to the Department of Finance. Hudson, Henderson, & Company, LLP have audited other clients who use our new accounting system. After the audit extension expires, the Department of Finance will issue a Request for Proposal for future year audits.

This would be the second amendment to the agreement. The previous amendment to this agreement was to expand the scope of services to include a closeout audit of the AB 900 Jail Expansion Project.

County Counsel prepared the contract Amendment and reviewed this Board letter.

Agreement No. 15-037.2

**SECOND AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND HUDSON HENDERSON & COMPANY, LLP FOR
THE ANNUAL COUNTY OF KINGS AUDIT**

This second amendment to that Agreement commencing on April 28, 2015, (“Amendment II”) is made on this 15th day of October, 2019, by and between the County of Kings (“County”) and Hudson Henderson & Company, LLP (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the County and Contractor entered into that Agreement commencing on April 28, 2015, to perform auditing functions as required under Section 25250 of the Government Code; and

WHEREAS, as set forth in Section 14 thereof, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify the Agreement to reflect changes in Section 1, Scope of Work, by expanding the services to be provided by Contractor to include those set forth in Contractor’s September 18, 2019 letter, attached to this Amendment as Exhibit B; and

WHEREAS, the parties intend to modify the Agreement to extend the term thereof to include Fiscal Years 2019/2020 and 2020/2021.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 shall be amended as follows:

The Scope of Work to be performed by Contractor shall include drafting and compiling the Comprehensive Annual Financial Report for an amount not to exceed \$10,120.00, as set forth in Exhibit B, which is attached hereto and incorporated herein as if set forth in full.

2. Section 3 shall be amended as follows:

The term of this Agreement shall commence on April 1, 2015, and continue until completion, review, and acceptance of the audit for the Fiscal Year ending on June 30, 2021.

3. The recitals are an integral part of this Amendment and are incorporated herein.

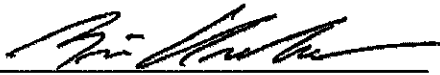
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment II to the Agreement to be executed on the day and year as provided above.

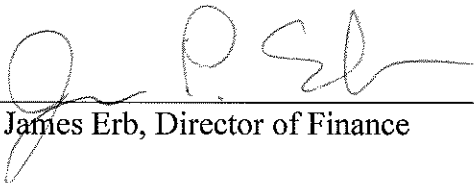
County of Kings

Hudson Henderson & Company, LLP

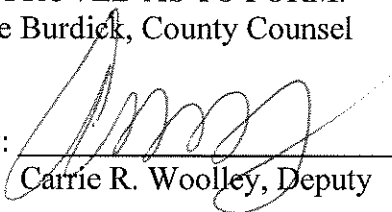
By: _____
Joe Neves, Chairman
Kings County Board of Supervisors

By:  _____

RECOMMENDED:

By:  _____
James Erb, Director of Finance

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By:  _____
Carrie R. Woolley, Deputy

Exhibits/Attachments:
Exhibit B: September 18, 2019 letter



September 18, 2019

James P. Erb, CPA
 Auditor-Controller/ Treasurer/ Tax Collector
 County of Kings
 1400 W. Lacey Blvd.
 Hanford, CA 93230

Hudson Henderson & Company, Inc. is pleased to respond to your request to provide a quote to expand our auditing agreement with the County of Kings (the County) to include assistance with drafting and compiling the Comprehensive Annual Financial Report (CAFR). It has been our pleasure working with the County, and we are grateful for the opportunity to expand our agreement with the County.

The following table provides in detail the staffing level, hours and hourly rate, plus project-related expenses for our not-to-exceed additional cost.

Kings County CAFR Draft Proposal

Level of Personnel	Standard <u>Rate</u>	Kings Quoted <u>Rate</u>	<u>Billing Hours</u>	<u>Amount</u>
1 Partners	\$180	\$110	24	\$2,640
2 Manager	\$160	\$70	86	\$6,020
3 Professional Staff	\$100	\$50	18	\$900
4 Clerical	\$50	\$30	12	\$360
Estimated Out of Pocket Expense				<u>\$200</u>
Total Hours			<u>140</u>	

Kings County CAFR Draft Proposal Price \$10,120

Our proposed not-to-exceed additional cost to draft and compile the County's CAFR is made under the assumption the County will assist in preparing the initial fund statements, and provide assistance in drafting tables for the footnotes, as well as the introductory and statistical section of the CAFR.

A professional external auditing relationship with the County has been of great value to our Firm, and we are excited about continuing our long-term relationship with the County. We are committed to providing excellent service, advisory value-added benefits and producing timely quality end-products.

Let me know if you have any questions at any time. We look forward to your response.

Sincerely,

Brian Henderson, CPA
 Hudson Henderson & Company, Inc.

7473 N. INGRAM AVE., SUITE 102 • FRESNO, CA 93711

P (559) 412-7576 • F (559) 493-5325 • WWW.HHCCPAS.COM

EXHIBIT B



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Department of Public Health – Edward Hill/Nancy Gerking
SUBJECT: AMENDING CODE SECTION 2-42 OF THE ORDINANCE CODE (FIRST 5 PROGRAM)
SUMMARY:

Overview:

At its meeting on June 4, 2019, the First 5 Kings County Children and Families Commission recommended amending the County Ordinance that establishes the Commission. The recommended amendment would allow for an adjustment in the membership of the Commission due to a conflict of interest involving a current Commissioner and the difficulty of filling community-at-large seats, causing barriers to meeting the quorum required to conduct Commission meetings.

Recommendation:

Introduce and waive the first reading of the proposed amendment of Article III, Chapter 2, Section 2-42 of the Kings County Code of Ordinances relating to the First 5 Kings County Children and Families Commission.

Fiscal Impact:

There is no fiscal impact with the recommended action.

BACKGROUND:

Kings County ordinance Section 2-42 provides that one of the seven Commissioners serving on the First 5 Kings County Children and Families Commission is the Kings County Superintendent of Schools, or his, or her designee. Commissioner Todd Barlow, Kings County Superintendent of Schools, has a conflict of interest because Kings County of Education is under the umbrella of Kings County, and his position as the Superintendent of Schools is also a current recipient of Proposition 10 funding.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AMENDING CODE SECTION 2-42 OF THE ORDINANCE CODE (FIRST 5 PROGRAM)

October 15, 2019

Page 2 of 2

Said ordinance also calls for two (2) positions to be filled by community members as set forth in Proposition 10 legislation; however, despite attempts to recruit additional commissioners, these two (2) positions remain unfilled.

At the Commission's June 4, 2019, meeting, the Commission voted to recommend to the Board of Supervisors that the ordinance pertaining to Commissioner membership be amended eliminating the Kings County Superintendent of Schools as a required position and reducing the community-at-large positions from two (2) to one (1).

The Ordinance has been reviewed and approved as to form by County Counsel.

ORDINANCE NO. 609.5

**AN ORDINANCE OF THE COUNTY OF KINGS AMENDING
SECTION 2-42 OF THE ORDINANCE CODE UPDATING
THE KINGS COUNTY CHILDREN AND FAMILIES FIRST COMMISSION
ORDINANCES**

The Board of Supervisors of the County of Kings does ordain as follows:

SECTION 1. That Section 2-42 of Article III of Chapter 2 of the Code of Ordinances, County of Kings, be hereby amended to read as follows:

Sec. 2-42. Children's commission composition.

The children's commission shall be comprised of the following five members:

- (1) One member of the board of supervisors as appointed by the board.
- (2) The Director of the Kings County Human Services Agency, or his or her designee.
- (3) The Kings County Health Officer, or his or her designee.
- (4) The Director of Kings County Behavioral Health Services, or his or her designee.
- (5) The one remaining members shall be appointed by the board of supervisors from the following categories: recipients of project services included in the county strategic plan; educators specializing in early childhood development; representatives of a local child care resources or referral agency or a local child care coordinating group; representatives of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies. The original appointment of members under this subsection, and any appointment to fill a vacancy in the office of any such member, shall be subject to the provisions of the Maddy Local Appointive List Act of 1975, commencing at Government Code Section 54970.

Prior to assigning a designee to serve on the children's commission under subsections (b), (c), or (d) above, the county official responsible for making the designation shall notify the county administrative officer and the chairperson of the children's commission in writing of the proposed designation.

SECTION 2. This Ordinance shall take effect and be in force thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, it shall be published once with the names of the members of the Board voting for or against the same in the *Hanford Sentinel*, a newspaper of general circulation published in the County of Kings.

The foregoing Ordinance was introduced at a meeting of the Board of Supervisors of the County of Kings held on _____, and adopted at a meeting held on _____ by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:
ABSTAIN: Supervisors:

Chairman of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this ____ day of _____, 2019.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson/Henie Ring

SUBJECT: NEW JOB SPECIFICATION FOR ELECTIONS SUPERVISOR

SUMMARY:

Overview:

The Elections Supervisor is a new classification in the Elections Department, which will assist in the planning, organizing, coordination, and review of the daily activities of elections staff.

Recommendation:

Approve a new job specification for Elections Supervisor and set the salary at Range 189.0 (\$3,942-\$4,808).

Fiscal Impact:

No fiscal impact results from this action. The cost is included in the Department's Fiscal Year 2019-2020 Adopted Budget (Budget Unit 155000).

BACKGROUND:

Through the budget process, the Elections Department requested the creation of an Elections Supervisor position. The funding for this position is included in the Fiscal Year 2019-2020 Budget. The Elections Supervisor is a single position classification and the first line supervisor responsible for the day-to-day activities and training within the Department. The incumbent will also perform a variety of other elections work. The Elections Supervisor will assist the Registrar of Voters in the planning, organization, and coordination of the County's Elections Department and will provide guidance, training and supervision to staff and volunteers. This position will serve as the staff subject-matter expert on the voting system and will serve as the system's technical advisor and trainer. The Union has reviewed and agrees with the proposed job specification for Elections Supervisor, which is attached. If the job specification is approved, Human Resources will start a recruitment.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

ELECTIONS SUPERVISOR

DEFINITION

Under general direction, assists in the planning, organizing, coordination, and review of the daily activities of staff in the Elections Department; performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Elections Supervisor is a single position classification utilized in the Elections Department reporting directly to the Registrar of Voters. The incumbent is responsible for the supervision of the day-to-day activities and the training of department staff and performs a variety of other elections activities. The Elections Supervisor is distinguished from the Elections Specialist III in that it is a first line supervisor.

EXAMPLES OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Assists the Registrar of Voters in the planning, organization and coordination of the County's Elections Department; provides guidance, training and supervision to staff and volunteers; reviews the work of staff for accuracy, completion and conformance to applicable standards making changes as appropriate; performs and assists staff in the performance of difficult or complicated elections work; evaluates employee performance and writes employee evaluations; assists in the assignment and review of the work of subordinate staff; assists in the development, implementation and modification of policies and procedures for the Elections Department operations; ensures all voting equipment is operated properly and safely; assesses and evaluates voting systems and analyzes current methods and recommends systems and appropriate equipment; provides technical assistance to customers; ensures compliance with legal voting standards; serves as in-house subject-matter expert on the voting system; serves as technical advisor and trainer on voting system; assists the public by phone and in person regarding election matters; advises individuals and groups on laws and procedures to be followed in filing for office and in filing initiatives, referendums and recall petitions; administers oaths of office; reviews and files campaign statements and statements of economic interest; receives nomination papers and filing fees, receives and checks petitions, issues certificates of election; prepares campaign reporting packets for distribution to persons filing Declaration of Candidacy and to others requesting them; assesses penalties in accordance with the law for late filings and notifies the candidate or committee; secures polling places to meet regulations and guidelines for accessibility for disabled and elderly voters; makes American Disability Acts (ADA) compliance recommendations based on poll site surveys; assists in the selection and orientation of voting precinct workers for polling locations; maintains a variety of voter and elections records and files; edits or updates the election officer file; follows statutory changes in laws affecting assigned duties; performs data entry required for input of voter and precinct information; generates and gathers voting data; provides input for and may assist with budget development and monitoring; may analyze and project department needs to meet peak demands during elections; may assist in the development and implementation of procedures regarding election costing; coordinates and oversees the mailing and receipt of absentee ballots and their storage, address and signature verification; may assist with the department payroll; composes, types letters, memos, election calendars, candidate guidelines and information sheets, appointments for election, certificates of election, legal notices and other information for newspaper publications; proofreads ballots and orders other election materials; assists in analysis of elections consolidations and determines the different ballot style needed for each elections; designs and updates forms; develops, compiles and transmits statistical data covering absent voter applications and signature verification; maintains appropriate records of documents received, filed and action taken; keeps records of incoming postage costs for state reimbursable voter registration accounts; plans, assigns, coordinates, and supervises the work of temporary personnel performing a variety of tasks related to elections; may prepare grant proposals to include researching, compiling, composing, and formatting responses and applications; attends training and conferences as required; provides clerical assistance or relief within the department as requested or assigned; may assist in budget preparation; and performs related work as required.

MINIMUM QUALIFICATIONS

Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: High School graduation or equivalent.

Experience: One (1) election cycle or more in a general, primary or special election with Kings County and must have passed initial probation as an Elections Specialist I, **OR** three (3) years experience in a county elections department including at least one (1) year of experience as an elections supervisor or leadworker.

Desirable Qualifications: Six (6) months of supervisory experience desired but not required.

License: Possession of a valid, appropriate California driver's license issued by the Department of Motor Vehicles.

Special Requirements: 1) Travel within the County; 2) Ability to qualify for security clearance through a background investigation and fingerprint check.

Knowledge of: Federal, State, County and local laws, codes and regulations pertaining to the holding of elections and voter registration; California Elections, Judicial Code and elections procedures; principles of training and supervision; modern office methods and procedures; budgeting practices and control; computer capabilities and their application to election procedures; principles of training and supervision; computerized records retention and management programs and strategies; basic office practices, procedures, and terminology; elections equipment including computers and other automated office systems; correct business English, including spelling, grammar and punctuation; proper techniques for dealing effectively with members of the public, in person, through correspondence and over the telephone; principles, procedures, and methods used in voting systems; GIS mapping; County polling sites and their locations; safe and efficient utilization of equipment and supplies in the workplace.

Ability to: Provide effective supervision and oversight of subordinate personnel; exhibit strong organizational skills, establish priorities, schedule workloads and meet deadlines; understand, interpret and implement State and Federal codes; collect and analyze information, draw valid conclusions and formulate recommendations; write technical reports and news releases; exhibit strong initiatives, integrity, impartiality, sound judgment and high degree of maturity; accurately and rapidly proofread ballots, measures and other printed materials pertinent to elections work; demonstrate accurate, precise attention to detail; communicate effectively both orally and in writing with groups and individuals; represent the department effectively and professionally; exercise patience, persuasion, tact and courtesy in contact with the public and employees; maintain confidentiality and control of sensitive information; supervise and train subordinates; establish and maintain positive, effective work relationships with the department head, officials from the County and other agencies, employees, candidates, and the general public; perform basic math computations; operate a variety of office equipment, including computer equipment, scanners, copiers, and printers; decipher handwriting that is difficult to read; verify signatures; read and interpret maps; travel to, within and outside of the County; follow workplace safety policies and procedures.

Work Environment/Physical Requirements: Work is performed primarily in an office environment, elections warehouse and polling place environments, and occasionally travels between work and poll sites. Requires the ability to sit at a desk, stand at a counter, work with computer equipment, on the phone and in frequent contact with employees and the public; regularly works with ballots, paperwork, money, files and with general office and elections equipment. Duties require the ability to stand, walk, reach, lift and bend; hear and communicate orally, in person and on the phone; hand/eye coordination for use of computer/office and elections equipment, driving and other office, warehouse and poll sites duties, setting up voting equipment, etc.; physical agility, strength and mobility sufficient to use computer/office equipment, and to move and handle elections files, ballots and equipment. Ability to lift, move and carry boxes and other items weighing up to 45 pounds and for distances up to 25 feet; exhibit adequate upper

body strength in reaching, pushing and pulling for successful job performance; hand/eye coordination for use of computer/office; visual ability to distinguish colors; regularly works with files and general office equipment; safely operate a motor vehicle.

FLSA Status: Non-exempt Medical Class: B-1 Probationary Period: 1 year
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COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM October 15, 2019

SUBMITTED BY: Administration – Rebecca Campbell
SUBJECT: APPOINTMENT OF HUMAN RESOURCES DIRECTOR
SUMMARY:

Overview:

It is recommended that the Board make an appointment to this position of Human Resources Director.

Recommendation:

Confirm an appointment of Henie Ring to the position of Human Resources Director effective January 1, 2020, and set the compensation.

Fiscal Impact:

The position is recommended to start at \$11,558 per month including management benefits. The salary and benefit costs are included in the FY 2019/20 Adopted Budget.

BACKGROUND:

Pursuant to Chapter 2 Article II Section 2-31 of the Kings County Code of Ordinances, the County Administrative Officer has recommended to the Board of Supervisors a qualified applicant for the position of Human Resources Director. It is recommended that your Board appoint Ms. Henie Ring, effective January 1, 2020, to the position.

Ms. Ring has a Bachelor of Arts degree in History from California State University, Fresno, and has served in the County's Human Resources office since 2007. She was most recently promoted to Principal Personnel Analyst in October, 2016. Ms. Ring has approximately 18 years of public sector experience in human resources, and a number of years of previous private sector experience in human resources and banking management.

BOARD ACTION :

APPROVED AS RECOMMENDED: ____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.